



C L A I R E R Y S E R

WEDDING DATE: ____/____/____

Couple's Names _____ & _____

Primary Address

Street _____

City _____ State _____ Zip _____

Phone _____

E-mail _____

Ceremony Venue Name _____

Reception Venue Name _____

Getting Ready Venue(s) (If private residence, please email address to claire@claireryser.com)

Purchase Details:

Experience # _____

Additional/Extra A La Cart Items

(Check any that you are adding to your experience and list the quantity)

- Additional Hours of Coverage ____ @ \$250/hr
- Engagement Photo Book ____ (\$475+tax)
- Wedding Photo Book ____ (\$700 + tax)
- Fine Art Wedding Album ____ (\$995+tax)
- 4x6 Prints in Designer Box with 100 Prints ____ (\$499+tax)
- 4x6 Prints in Designer Box with 500 Prints ____ (\$599+tax)
- 2 Hours of Rehearsal Dinner Coverage With Digital Files (\$500.00)
- Other custom session, notes, or other details:

Package Total \$ _____

PAYMENT SCHEDULE ON NEXT PAGE...

TO BOOK:

\$1000 NON-REFUNDABLE Retainer Due to Secure Wedding Date.

6 MONTHS OUT:

50% of remaining balance due 6 months from date of event.

30 DAYS OUT:

Final payment is due 30 days from date of event.

HOW TO PAY:

You may send check / money order made to **Claire Ryser** and mail to: **1400 SW Antiquity Drive, Lee's Summit, MO 64081 or bring a check to the initial consultation.**

A 3.5% service fee will be applied if you'd like to use any major credit/debit card.

PENALTIES AND LATE CHARGES:

10% of remaining balance will be charged as a late fee if the 6 Month and 30 Day payments are more than 1 week late.

RESCHEDULE OR CANCELLATION FEES

See Paragraph 5

I, The Client, have read the payment schedule and understand the cancellation schedule and fees in paragraph 5.

_____ & _____

Date: _____

INTRODUCTION

This contract for photographic services (hereinafter "Agreement") is between Claire Ryser, and Claire Ryser (hereinafter "Claire, or "Claire Ryser") and _____ (hereinafter "Client") relating to their wedding that will take place in _____ on _____.

1. TERMS OF SERVICE

Pursuant to the terms of this Agreement, the parties state and agree as follows:

WHEREAS Claire Ryser has considerable knowledge and experience related to providing photographic services to individuals and specific events;

WHEREAS Client desires to engage Claire Ryser as the exclusive photographer retained by the Client for the purpose of providing photographic services on their wedding day or special event;

WHEREAS Client desires to reasonably and carefully schedule and arrange details of this event to enable Claire Ryser to provide the highest quality services under the terms of this Agreement.

2. PHOTOGRAPHIC SERVICES

A. Except as otherwise provided by the terms of this Agreement, Claire Ryser will provide photographic services on Client's wedding day or otherwise specified event.

B. Client has discussed the nature and artistic style of the photographic services provided by Claire Ryser, and understands that the "hallmark" of Claire Ryser' photographic approach is journalistic coverage of events and actions in real time.

C. Client also acknowledges they have been shown a complete set of wedding images and they understand the type of work product produced at Claire Ryser. If an image is selected by Claire Ryser as an acceptable proof for the Client, Client understands this is indeed a quality image and reflects the style of Claire Ryser work.

D. Client also agrees and allows full artistic license to Claire Ryser to perform photographic services at their wedding or special event based upon the terms of this Agreement. Client enters into this Agreement with Claire Ryser based upon Claire Ryser' work product and samples. Client has been made aware that results of work product do vary, and Claire Studies provides no express or implied warranty of the results of their photographic work product.

E. To that end, Client understands that Claire Ryser does not necessarily photograph from a "shot list" throughout the wedding day, though Claire Ryser does cover requested photos and photos typical with the events occurring at a wedding. Client also understands that long shot lists and frequent requests for posed photographs by the Client or wedding attendees does reduce the capability to explore and obtain photographs of genuinely occurring moments, and thus may reduce the ability to produce the same level of results in work product.

F. Family and friends will be permitted to photograph at the wedding as long as

they do not interfere with our duties and do not photograph certain poses arranged by Claire Ryser.

3. PHOTOGRAPHIC MATERIALS

A. All photographic materials, including but not limited to the digital files, shall remain the exclusive property of Claire Ryser.

B. Upon completion of photographic services, Client will be given their own personal gallery that is password protected. The Client will have access to the gallery for at least 365 days beginning the day the gallery becomes active and available to Client. Orders placed after this period might require an additional processing fee to un-archive the images.

C. Proof images are individually edited for color correction, contrast adjustments, tonal adjustments, skin tones, proper lighting and exposure, and conversion to black and white (if applicable). The proof images are used for online proofing, digital negatives, and DVD's. The client will receive as many proof images as the photographer determines meet the typical quality standards of an acceptable image.

D. Custom prints include a variety of techniques to create the print. Steps taken may include and are not limited to: realistic retouching, blemish removal, selective toning of colors, tonal adjustments and color enhancements, removal of distracting elements, etc. Custom prints are included in wedding albums, custom books, and custom prints and enlargements, and canvas prints. Custom Images may also appear on the photographer's blog and portfolio. Custom images are available for purchase as a digital file.

E. All wedding packages include the sale of the high-resolution images. Should Client wish to purchase a high resolution image not included with a certain package, they can do so for a fee specified in Standard Price List.

F. By releasing the high resolution images, Claire Ryser authorizes the Client to use the images contained on the DVD, flash drive, or digital download for personal use only. The Client is obtaining photographs for personal use only and shall not sell prints or authorize any reproductions by third parties other than Claire Ryser.

G. The Client is aware that color dyes in printed photographic materials may fade or discolor over time due to the inherent qualities of the dyes and chemicals. The Client releases Claire Ryser from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.

4. RETAINER AND PAYMENT

A. All monetary amounts are expressed in USD.

B. Client shall pay a retainer of \$1000.00 to secure the services and product specified herein. Upon signing this contract the amount of the retainer shall be applied to reduce the total balance of the package is indicated on page 1 of this Agreement. The final balance must be paid in full at least 30 days before the scheduled date of the event. (Checks must CLEAR 30 days before the date of the event).

C. Payment for any reservation retainer may be paid via check, cash, or US postal money order. Please make all checks payable to Claire Ryser. If for any reason a check

should be returned without payment, a \$60 returned check fee will apply and Claire Ryser – Claire Ryser will not continue to hold the event date until the deposit and the returned check fee have been paid in full. Final payment must be in the form of a US postal money order, cash, or check. a 3.5% service fee will be applied to payment if made with a credit or debit card.

D. The charges in this Agreement are based on Claire Ryser's standard price list. This price list is adjusted periodically and any future orders or additions to this contract shall be charged at the prices in effect at the time when the order is placed or change requested. Album and print orders require full payment in advance.

E. Shipping and handling charges will be billed if Client is unable to pick up proofs, prints, albums, digital negatives, etc. from Claire Ryser 1400 SW Antiquity Drive, Lee's Summit, MO 64081. A \$12.00 handling fee will be added to the exact cost of shipment and billed to The Client.

F. The Client is responsible for sending in payment. Late fees may apply.

5. CANCELLATION

A. Cancellation or change of date must be submitted in writing and both parties must complete and sign a contract cancellation or contract change provided by Claire Ryser. The contract cancellation or change form will serve as a mutual agreement to cancel the original contractual agreements. The cancellation date or change is determined by the date both signatures have signed and agreed to the contract cancellation or change form.

B. If cancellation by the client is more than 90 days from the event, this will result in loss of original reservation deposit, plus 1/2 of the remaining balance. If the client should cancel for any reason between 90 and 60 days before the event, the client agrees to pay 75% of the remaining balance to Claire Ryser as a cancellation fee. If the client should cancel 59 days or less from the date of the event, the client agrees to pay 100% of the remaining balance to Claire Ryser as a cancellation fee.

C. If Client requests a date change, he or she must do so at least 90 days before the initially scheduled event, or the above cancellation fees apply. The deposit may be applied to the new date, assuming availability of Claire Ryser. Date transfers with concurrent deposit transfers are limited to one occurrence. Pricing of the original event does not apply to the new date; current rates will apply. If Claire Ryser is not available for the new event date, the above cancellation guidelines will be followed.

6. PRODUCT OWNERSHIP

All photographic materials, including but not limited to the digital files, shall remain the exclusive property of Claire Ryser. If an agreement is reached between the two parties to purchase the digital files, we reserve the right to still maintain possession of our own original set of files. If digital files are purchased, Claire Ryser will still hold the copyright to all images. Proofs and custom images are available for purchase and include a general copyright consent to the client to duplicate, print, scan, upload or share for PERSONAL USE.

7. COPYRIGHT, CLIENT USAGE AND REPRODUCTION

A. Claire Ryser shall retain exclusive copyright ownership of the images produced

under this Agreement. Claire thereby retains all legal rights therein, including the right to reproduction. Claire Ryser will generally make reproductions for the Client or for professional purposes of Claire Ryser, including, but not limited to the portfolio of Claire Ryser, studio samples, self promotions, entry in photographic contests or exhibitions, instructional purposes, editorial use, or for within or on the outside of Claire Ryser's studio. Any such use will be judicious and consistent with the highest standards of taste and judgment. If Claire Ryser desires to use images for uses other than those specified above, Claire Ryser shall not do so without first obtaining written permission from the Client.

B. Except as otherwise stated herein, the images may not be sold or published without the prior written consent of Claire Ryser. Claire will retain the exclusive copyright ownership of the images contained on the DVD as well as the rights detailed in the COPYRIGHT section of this agreement. Upon releasing the high-resolution images on the DVD to the Client, Claire Ryser is released of all liability for future archiving of the files.

C. If the Client is obtaining a print for a newspaper announcement of the wedding, Claire Ryser authorizes the Client to reproduce the print in this manner. In such event, the Client shall request that the newspaper run a credit to "Claire Ryser" with the image, but shall have no liability if the newspaper refuses or omits to do so.

D. It is a violation of federal copyright law to allow PHOTOGRAPHIC PRINTS taken by Claire Ryser to be reproduced or altered in any manner including but not limited to electronic scanning via personal scanner, "screen capturing," or reproduction via photo lab or self-service kiosk.

8. FORCE MAJEURE

A. In the event of failure of power, riots, insurrection, war, fire, casualty, or act of God, which of the above are not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B. For the purposes herein, an "act of God" shall be as specified herein, and shall not include events such as a death in family, illness, or weather related problems which would not prohibit performance under the contract.

C. In the event of such occurrences as travel hindrances, delays, physical or mental incapacity, death, destruction, theft or other like occurrence to gear or equipment necessary to perform services under Agreement, Claire will first attempt to arrange for a substitute photographer of high qualification, per Client approval of said photographer. If no substitute can be found to approval of Client and Claire or if time does not reasonable permit, then Claire would return any monies paid by Client and both parties would agree to mutual termination of the Agreement with no further liability of either party.

D. This paragraph shall also apply in the event that photographic materials are damaged in processing, lost through camera or memory card malfunction, lost in the mail, or otherwise lost or damaged.

E. In the event that Claire Ryser fails to perform for any other reason, Claire shall not be liable for any amount in excess of the value of the Client's package.

F. The Client and Claire Ryser both assume the risks and dangers of travel to the

event and if a last-minute Act of Nature or travel disaster occurs while Claire is en route to the event, Claire will refund to Client all monies paid, less the retainer.

G. Claire will not be held responsible for the lack of coverage caused for the following reasons:

1. The Bride, Groom or wedding party not being on time,
2. Members of the wedding party or family are unavailable when called on for a posed photograph,
3. the wedding is running late, or
4. Restrictions regarding photography at the desired location.

9. PHOTOGRAPHIC SITE RESTRICTIONS

A. While Claire Ryser will make every reasonable effort to take specifically requested photos, the Client understands that a wedding is an uncontrolled event and that due to the varieties of the weather, available light, and willingness or availability of subjects, Claire Ryser cannot guarantee that any particular requested photo will be taken.

B. The photographers and/or agents of Claire may be limited by the guidelines or rules of the ceremony official, ceremony venue, or reception venue. Client understands and agrees that Claire Ryser will abide by such guidelines or rules and that they are outside the control of Claire Ryser. The Client agrees to hold Claire Ryser faultless for the impact such guidelines or rules may have on the resulting photographs. In some cases, flash photography or the movement of the photographers will be restricted or not allowed.

C. Client is responsible for negotiation with the officials for moderation of guidelines. Claire will offer technical recommendations only.

10. LENGTH AND LOCATION OF EVENT

A. A meal is required for Claire Ryser photography team for events six (6) hours or longer. If no meal is provided, it is understood that the agents or team of Claire will leave the event to purchase a meal. It is recommended that the agents, team members, and photographers eat and sit within eyesight and at about the same time as the bride and groom in order to ensure no important moments are missed.

B. All travel within 35 miles of zip code 64081 is included. For locations outside of the 35 mile radius, an additional \$.54 will be charged per mile. This is based on road travel using streets and highways.

- Time-for-travel fees apply in the following situations:
For distances greater than 1 hour, an additional \$100 is required. For distances 2-3 hours, \$200. Distances 3-4 hours, \$300 and so on. If both the client and Claire agree air travel would be more advantageous for both parties, the client will be responsible for all airfare, taxes, taxi or other transportation fees from the airport to the destination, additional luggage charges and taxes, etc.
- If a job would require that our photographer(s) depart from Claire Studio's location before 7:00 a.m., or if it would require an estimated return arrival time to Claire Ryser location after midnight, then overnight lodging either before or after the event is required.

- If air transportation is required, clients will be charged actual expenses, including airfare, car rental, and two nights accommodation in or very close to where the event is taking place, as well as a \$75 per diem per photographer. Overnight accommodations are essential for the night before the event and the night of the event. This will assure that if any unforeseen circumstances arise the photographers will be there in plenty of time and can perform at our best.

11. MISCELLANEOUS

- A. This contract shall be governed by the laws of the State of Missouri.
- B. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorized representatives of the parties.
- C. If any provisions hereof are deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability or effectiveness of the remainder of the Agreement shall not be affected and this Agreement shall be enforceable without reference to the unenforceable provision.

12. HOLD HARMLESS

- A. Client shall and does hereby agree to, and does hereby, protect, defend, indemnify and save and hold harmless Claire Ryser, its employees, representatives, successors and assigns, from and against any and all damages, claims, losses, actions, proceedings, liabilities, responsibilities and accountabilities whatsoever, and costs and expenses including, but not limited to, attorneys' fees, which hereafter may at any time be incurred, suffered, sustained by or imposed upon Claire, its agents, representatives, successors and assigns, by reason of or arising out of the performance of the services consistent with the terms of this Agreement.
- B. The afore-described indemnity shall extend to any suit, action or proceeding, or any settlement thereof, to which Claire its agents, representatives, successors and assigns, may be made a party or in which Client may become involved by reason of or arising out of the performance of the Agreement.

IN WITNESS WHEREOF, the parties, Client and Claire Ryser, hereby have duly entered and executed this Agreement as of the date and year indicated. Parties also hereby represent and warrant that the party executing this Agreement on their behalf is duly authorized.

 Claire Ryser, Date

 Client Date

 Client Date